

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Gary Merrell, President
Barb Lewis, Vice President
Jeff Benton, Commissioner

1
RESOLUTION NO. 21-997

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 14, 2021:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 14, 2021; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

2
PUBLIC COMMENT
 None.

3
RESOLUTION NO. 21-998

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1015 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1015:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR1015, memo transfers in batch numbers MTAPR1015 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Hittle House (P2103476)	Job and Family Services Care	70161605-5342	\$24,525.00
Finance Dir-City (P2101125)	Court Related Services	10029203-5360	\$12,435.00
Various CCMEP	Job and Family Service Program	22311611-5348	\$ 7,000.00
Various WIOA	Job and Family Service Program	22311611-5348	\$40,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
R2104318	FISCAL OFFICER,ORANGE TOWNSHIP	2021 TRAILS GRANT	10011102 - 5601	\$25,000.00
R2104319	FISCAL OFFICER,LIBERTY TOWNSHIP	2021 TRAILS GRANT	10011102 - 5601	\$22,500.00
R2104320	VILLAGE OF SUNBURY	2021 TRAILS GRANT	10011102 - 5601	\$50,568.50
R2104624	XYLEM WATER SOLUTIONS USA INC	REHAB ACPS PUMP 0041063	66211900 - 5428	\$45,560.35

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

4
RESOLUTION NO. 21-999

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF AN APPLICATION FOR DOMESTIC VIOLENCE FUNDS FOR 2022, ESTIMATING THE AMOUNT OF FUNDS ANTICIPATED, AND ALLOCATING THE SAME TO QUALIFIED APPLICANTS, ALL PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, pursuant to section 3113.35 of the Revised Code, a shelter for victims of domestic violence may apply to the board of county commissioners of the county in which it is located or of an adjoining county, the population of which is or will be served by the shelter, for the release of funds to be collected as fees for the issuance of marriage licenses pursuant to section 3113.34 or fees as additional costs in annulment, divorce, or dissolution of marriage actions and proceedings pursuant to division (D) of section 2303.201 of the Revised Code and that are to be used for the funding of the shelter; and

WHEREAS, Turning Point shelter located in Delaware County, has submitted an application to the Delaware County Board of Commissioners (the "Board") for domestic violence funds for 2022, the application having been filed prior to the deadline of October 1, 2021; and

WHEREAS, on or before the fifteenth of November, the Board shall determine the applicant's eligibility, estimate the amount of funds to be collected, and make an allocation to the eligible shelter;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby acknowledges receipt of an application for 2022 domestic violence funds from Turning Point shelter in Delaware, Ohio and determines that the application meets the requirements of section 3113.35 of the Revised Code.

Section 2. The Board hereby determines that Turning Point is eligible, pursuant to section 3113.36 of the Revised Code, to receive a funding allocation.

Section 3. The Board hereby estimates the total sum to be collected in 2022 at \$32,000.00.

Section 4. The Board hereby allocates 100% of the funds actually received to Turning Point, with distributions to be in accordance with section 3113.35 of the Revised Code.

Section 5. The Clerk of the Board is hereby directed to certify a copy of this Resolution to Turning Point.

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

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RESOLUTION NO. 21-1000

IN THE MATTER OF APPROVING THE CHANGE OF BOUNDARY LINE SEPARATING THE CITY OF WESTERVILLE AND THE CITY OF COLUMBUS, PURSUANT TO THE AGREEMENT BETWEEN SAID MUNICIPAL CORPORATIONS AND SECTION 709.37 OF THE REVISED CODE:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following:

WHEREAS, pursuant to section 709.37 of the Revised Code, any two adjoining municipal corporations may, by ordinance of their respective legislative authorities, agree to a change in the boundary line separating such municipal corporations, provided such change does not involve the transfer of territory, inhabited by more than five voters, from one to the other or from each to the other; and

WHEREAS, the City of Westerville and the City of Columbus have each certified to the Delaware County Board of Commissioners (the "Board") ordinances setting forth their agreement to change the boundary line separating such municipal corporations, specifically Westerville Ordinance No. 2021-09 and Columbus Ordinance No. 0273-2021; and

WHEREAS, pursuant to section 709.37 of the Revised Code, upon receipt of such certified ordinances, the Board shall proceed by resolution to approve such change of boundary and to make such adjustment of funds, unpaid taxes, claims, indebtedness, and other fiscal matters as the Board determines to be proper;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that:

Section 1. The Board hereby approves the change of boundary line separating the City of Westerville and the City of Columbus, as evidenced by the certified ordinances of their respective legislative authorities, which are attached hereto and, by this reference, incorporated herein, and the boundary lines of the two municipal corporations shall conform to the boundary lines set forth in the certified ordinances.

Section 2. The Board hereby determines that that an adjustment of funds, unpaid taxes, claims, indebtedness, and other fiscal matters, as contemplated in section 709.37 of the Revised Code, is not necessary and, therefore, makes no order of adjustment.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

Section 3. The Board hereby directs the Clerk of the Board to file the transcripts of the ordinances, agreement, and a certified copy of this Resolution in the office of the Ohio Secretary of State, 22 North Front Street, Columbus, OH 43215, and in the office of the Delaware County Recorder. All fees and costs for such filing and recording shall be assumed and paid in equal parts by the City of Westerville and the City of Columbus. The Clerk shall also deliver courtesy copies of this Resolution to the Delaware County Auditor, the Delaware County Engineer, and the Delaware County Board of Elections.

Section 4. This Board finds and determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**6
RESOLUTION NO. 21-1001**

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO FOR SPECIALIZED DOCKET SUBSIDY PROJECT (FY2022):

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Court of Common Pleas General Division and the Court of Common Pleas Juvenile Division recommend the Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Court of Common Pleas, Delaware County, Ohio Specialized Docket Subsidy Project FY2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Memorandum of Understanding between Delaware-Morrow Mental Health & Recovery Services Board and the Court of Common Pleas, Delaware County:

MEMORANDUM OF UNDERSTANDING BETWEEN DELAWARE-MORROW MENTAL HEALTH & RECOVERY SERVICES BOARD AND THE COURT OF COMMON PLEAS, DELAWARE COUNTY, OHIO SPECIALIZED DOCKET SUBSIDY PROJECT FY2022

Background:

The Ohio Department of Mental Health and Addiction Services ("OhioMHAS") has created the Specialized Dockets Subsidy Project (the "Project") to assist drug courts and other specialized dockets with funding to effectively manage addicted offenders in the community and to assist courts with their payroll costs for specialized court docket staff. Specialized dockets that target addicted parents charged with abuse/neglect/dependency of their minor children are also eligible for funding from OhioMHAS.

The intent of the Project is to reduce commitments to the state prison system and to reduce the number of children who are permanently removed from their homes and instead to increase the number of children who can remain in their homes with protective supervision. The Court of Common Pleas, Delaware County, Ohio, General Division, (Drug Court and Mental Health Court) and the Court of Common Pleas, Juvenile Division, (Family Drug Court), (collectively, "the Court") are eligible for funding under the Project. The Delaware-Morrow Mental Health & Recovery Services Board ("Board") will receive funding for the Project from the OhioMHAS via State General Revenue Fund #336425 and will be responsible for distributing funding to the participating Court on the basis of criteria adopted by OhioMHAS.

The parties to this Memorandum of Understanding ("MOU") wish to set forth their mutual understandings and respective obligations with respect to the Project.

Therefore, Board and the Court of Common Pleas agree as follows:

1. Precondition to Receipt of Funding - Certification as Specialized Court Dockets.

As a condition to receiving grant funding from Board, the Court (General Division and Juvenile Division) agree that each respective court docket will maintain certification as a specialized docket from the Supreme Court of Ohio during the term of this MOU.

2. Common Pleas Court Obligations.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

- a. The Court will comply with all requirements established by the OhioMHAS for the receipt of Project funding.
- b. The Court will request funding from Board for "allowable expenses" as defined by OhioMHAS, on "Specialized Dockets Subsidy Project- Allowable Expenses", form attached hereto as Exhibit "A". For expenses other than payroll costs, funds can only be used for individuals who are under the jurisdiction of the court and have been admitted to the specialized docket, with the exception that funds may be used for diagnostic testing to determine program eligibility.
- c. If funds are to be used to pay for clinical services, including medication-assisted treatment (MAT), such services must be provided by agencies certified by OhioMHAS or have deemed status. Court may inquire of Board if any agency meets these criteria.
- d. The Court is required to furnish a mid-year (7/1/2021 to 12/31/2021) report due 1/31/2022 and a year-end (1/1/22 to 6/30/22) report due 7/31/2022, to OhioMHAS utilizing the Specialized Dockets Subsidy Project Report form attached hereto as Exhibit "B". Separate reports are due for each specialized docket, (Adult Drug, Mental Health and Family Drug). Copies of each report shall be submitted by Court to Board following submission to OhioMHAS.
- e. The Court will submit an invoice to Board for the total reimbursement amount allowed by OhioMHAS for each specialized docket. OhioMHAS has made available \$105,000 to the Court; being \$35,000 for support of each of three specialized dockets.
- f. Based upon the invoice submitted by the Court to the Board pursuant to Sec. 2(e) of this MOU, direct payment of the amount received by the Court from the Board pursuant to such invoice, divided into equal shares for each of the Court's specialized dockets named in this MOU, shall be made by memo transfer to each of such specialized dockets.
- g. Questions regarding allowable expenses, reporting process and grant amounts should be directed to OhioMHAS.

3. Board Obligations.

- a. Board will draw-down funds once available for Project from OhioMHAS and will notify Court that funds are being processed.
- b. Board will make payment to the respective Court Division for the applicable docket expenses after funds are received from OhioMHAS.
- c. Board will not be responsible for any payments under this MOU other than amounts made available to Board by OhioMHAS for payment to the Court under the Project.

4. Memorandum Term.

This MOU shall be effective beginning on July 1, 2021 and shall continue until June 30, 2022.

5. Information and Audits.

Both parties shall retain all documentation and public records pursuant to the laws of the State of Ohio related to the provision of funding under this MOU and make such documentation available to the other party upon request as necessary for the requesting party to fulfill its administrative and legal requirements.

6. Relationship of the Parties.

The parties are fully autonomous and neither party is an agent, representative, employee or partner of the other. This MOU shall not be interpreted or construed to create an association, agency, employment, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

7. Compliance with Legal Requirements.

The parties agree to perform their respective obligations under this MOU in accordance with all applicable federal, state and local laws and requirements.

8. Entire Agreement.

It is acknowledged by the parties that this MOU represents the entire agreement between the parties and supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this MOU.

9. Amendment.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

No change, amendment or modification of any provision of this MOU shall be valid unless set forth in a written instrument and signed by the parties.

The undersigned agree to this MOU evidenced by the signatures of their duly authorized representatives.

EXHIBIT A

Specialized Dockets Subsidy Project -Allowable Expenses

- Payroll costs for specialized dockets staff
- Behavioral health treatment services: addiction and mental health. Please note: this does not include: domestic violence assessment/treatment, sex offender assessment/treatment and driver intervention programs (DIPs). Pursuant to O.R.C 5119.36(8), the allowable behavioral health services must be delivered by community addiction service providers and/or community mental health service providers certified by Ohio MHAS.
 - Assessments
 - Outpatient and intensive outpatient treatment
 - Residential treatment
 - Case management
 - Detoxification services
 - Integrated treatment for co-occurring mental health and substance use disorders
- Medication assisted treatment (MAT) medications
- Urinalysis
 - Drug testing supplies: instant tests, reagents, rubber gloves, etc.
 - Payments to laboratories
- Recovery Supports
 - Housing
 - Recovery Housing
 - Rent Deposits
 - Short-term housing
 - Utilities
 - Transportation
 - Bus passes
 - Gas cards
 - Cab/Uber fare
 - Automotive maintenance (i.e. tires, brakes, etc.) auto insurance and outstanding traffic ticket/court costs are not allowable
 - Emergency basic needs
 - Food vouchers
 - Clothing vouchers
 - Hygiene products
- Peer support/recovery coaching
- Childcare
- Employment
 - Job training/educational services
 - Job uniform/attire
 - Interview attire
 - Vocational certifications
 - Supportive employment
 - License reinstatement fees
- Private insurance co-pays
- Identification
 - Driver license
 - Social Security card
 - Birth certificate

Please be advised that that the expenses listed in this document are general in nature and are not exclusive. Provided are some examples:

1. Urinalysis - only drug testing supplies (instant tests, reagents, rubber gloves, etc.) and payments to laboratories are allowable. Your court could use the funds to pay for hair tests, blood tests, saliva tests and any other means to determine the presence of illegal substance use and/or the presence of required MAT medications, i.e. buprenorphine. However, SCRAM, interlock devices and eye scan/pupillometry equipment are not allowable expenditures for this project.
2. Medication Assisted Treatment (MAT) medications - This includes not only all Mat medications, but also the medical expenses involved including: physical exam and diagnosis, lab work associated with the physical exam, and injection administration (Vivatrol©). These funds cannot be used to pay the monthly \$200 to \$300 some medical practitioners charge patients to obtain monthly Suboxone© prescriptions.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

3. Recovery Supports - Emergency basic needs -The word "emergency" is not to be taken literally such as in the event of a flood or fire. The intent of recovery supports is to remove barriers to treatment and self-help support group meeting attendance and achieving abstinence/maintaining sobriety/sustaining recovery. Many participants are living in shelters, recovery housing or residential treatment while others are in need of leaving their current environment and need to establish a sober residence. Some participants are in a suitable residence but are unable to work or only work part-time due to treatment and court schedules. Any of the emergency basic need items can be purchased as incentives/rewards as well. Furthermore, in addition to vouchers, food items can be obtained through direct purchase by the court, purchase orders and grocery store gift cards.

4. Recovery Supports - Employment - This includes fees or equipment/supplies needed for a job training program and/or apprenticeship program offered through a Workforce Innovation and Opportunities ACT (WIOA) program that is provided by a county Job and Family Services Department's Office of Workforce Development, or Veterans Opportunities to Work (VOW) administered by the Veterans Administration. The following are also allowable expenses:

a. Educational services such as GED testing (now High School Equivalency Test). This fee is approximately \$120.00. Voucher codes (voucher is worth \$80 for first-time test takers) are available by contacting one of your local Career Technical Planning Districts Offices <http://education.ohio.gov/Topics/Career-Tech/HSE-CTPD> . Your court's allocation funding can pay for all or part of the cost of the GED test. These funds can also pay for the cost of SAT and/or ACT tests for participants who wish to attend college. Unallowable expenses include: college and trade school tuition, computer devices such as lap tops and tablets, room and board, activity/lab fees as well as parking tickets and outstanding balances with a college or trade school.

b. Clothing vouchers - in addition to vouchers, clothing can be purchased through the same means as explained above for food (under emergency basic needs). Other allowable clothing expenditures include uniforms, attire (i.e. "scrubs", steel-toed boots, position-appropriate apparel and interview attire).

5. Recovery Supports - Child Care - These funds can be used to pay for child care when the person is attending treatment and self-help groups. These funds cannot be used to pay for employment-related child-care needs.

**EXHIBIT B
Specialized Dockets Subsidy Projects Report**

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

**7
RESOLUTION NO. 21-1002**

IN THE MATTER OF ACCEPTING THE ROADS, APPROVING RECOMMENDED SPEED LIMITS, ESTABLISHING STOP CONDITIONS AND RELEASING THE SURETIES FOR GRAND POINTE AT NORTH ORANGE AND CHESHIRE WOODS SECTION 3, PHASE B:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Grand Pointe at North Orange

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Grand Pointe at North Orange Subdivision (the "Subdivision"), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.26 mile to Township Road Number 1381, Harness Way
- An addition of 0.14 mile to Township Road Number 1435, Corduroy Road; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1435, Corduroy Road, at its intersection with Township Road Number 1347, Gooding Boulevard; and

WHEREAS, the Engineer requests approval to return the surety being held as maintenance surety to the owners, Grand Communities, LLC;

Cheshire Woods Section 3, Phase B

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

WHEREAS, the Engineer has reviewed the roadway construction of the roads within Cheshire Woods Section 3, Phase B Subdivision (the “Subdivision”), finds them to be constructed in accordance with the approved plans, and recommends that the following roadways within the Subdivision be accepted into the public system:

- An addition of 0.08 mile to Township Road Number 1579, Somerford Drive
- Grafton Lane, to be known as Township Road Number 1785; and

WHEREAS, the Engineer also recommends that 25 mile per hour speed limits be established throughout the Subdivision; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1579, Somerford Drive, at its intersection with Township Road Number 1785, Grafton Lane; and

WHEREAS, the Engineer requests approval to return the surety being held as maintenance surety to the owners, Homewood Corporation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer’s recommendations stated herein and accepts the roads, approves speed limits and stop conditions, and releases sureties in accordance with the Engineer’s recommendations stated herein.

Vote on Motion Mr. Merrell Aye Mr. Benton Aye Mrs. Lewis Aye

8

RESOLUTION NO. 21-1003

IN THE MATTER OF APPROVING OWNER’S AGREEMENTS FOR EVANS FARM SECTION 2, PHASE A, PART 2 AND EVANS FARM SECTION 2, PHASE D, PART 1 & PART 2:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, the Engineer recommends approving the Owner’s Agreements for Evans Farm Section 2, Phase A, Part 2 and Evans Farm Section 2, Phase D, Part 1 & Part 2;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the Owner’s Agreements for Evans Farm Section 2, Phase A, Part 2 and Evans Farm Section 2, Phase D, Part 1 & Part 2:

Evans Farm Section 2, Phase A, Part 2

OWNER’S AGREEMENT
PROJECT NUMBER: 21096

THIS AGREEMENT, executed on this 18th day of October, 2021 between **Evans Farm Land Development Company, LLC**, hereinafter called “**OWNER**” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Evans Farm Section 2, Phase A, Part 2**, further identified as Project Number 21096 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying**

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

Standards and any supplements thereto. The OWNER shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The OWNER shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The OWNER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the OWNER shall deposit **THIRTY-TWO THOUSAND DOLLARS (\$32,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the OWNER shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the OWNER.

Upon completion of construction, the OWNER shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said OWNER'S bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The OWNER'S maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the OWNER. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The OWNER shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The OWNER shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The OWNER shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The OWNER shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The OWNER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the OWNER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the OWNER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the OWNER or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT "A"

CONSTRUCTION COST ESTIMATE	\$795,800
CONSTRUCTION BOND AMOUNT	\$795,800
MAINTENANCE BOND AMOUNT	\$ 79,600
INSPECTION FEE DEPOSIT	\$ 32,000

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

Evans Farm Section 2, Phase D, Part 1 & Part 2

OWNER'S AGREEMENT
PROJECT NUMBER: 21095

THIS AGREEMENT, executed on this 18th day of October, 2021 between **Evans Farm Development Company, LLC**, hereinafter called **'OWNER'** and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY OHIO (COUNTY COMMISSIONERS)**, for the project described as **Evans Farm Section 2, Phase D, Part 1 & Part 2**, further identified as Project Number 21095 is governed by the following considerations to wit:

Said **OWNER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit "A"** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete.

OWNER hereby elects to use Option 1 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the **Delaware County Commissioners**, the remaining amount in the fund shall be returned to the **OWNER**.

Upon completion of construction, the **OWNER** shall be responsible for the maintenance, repair or construction of any and all defective materials or workmanship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, to the **COUNTY COMMISSIONERS**, as required, “as-built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County and all Townships and/or Villages** within Delaware County and all their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the OWNER become unable to carry out the provisions of this AGREEMENT, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **OWNER** or his agent, the right and privilege to make the improvements stipulated herein.

EXHIBIT “A”

CONSTRUCTION COST ESTIMATE	\$623,900
CONSTRUCTION BOND AMOUNT	\$623,900
MAINTENANCE BOND AMOUNT	\$ 62,400
INSPECTION FEE DEPOSIT	\$ 20,000

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

9

RESOLUTION NO. 21-1004

IN THE MATTER OF APPROVING THE PROJECT GRANT AGREEMENT BETWEEN THE OHIO PUBLIC WORKS COMMISSION AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY FOR THE PROJECT KNOWN AS DEL-CR 124-3.78, HOME ROAD AND SAWMILL PARKWAY IMPROVEMENTS, AND AUTHORIZING COMMISSIONER JEFF BENTON TO EXECUTE SAID AGREEMENT ALONG WITH APPROVING DISBURSEMENTS MADE AS A RESULT OF THIS AGREEMENT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, on October 26, 2020, the Delaware County Board of Commissioners (the “Board”) adopted Resolution No. 20-958, authorizing the submission of an application for funding assistance to the Ohio Public Works Commission (“OPWC”) for the project known as DEL-CR 124-3.78, Home Road and Sawmill Parkway Improvements; and

WHEREAS, the application for funding assistance was approved, subject to the approval of a project grant agreement with the OPWC;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby approves the project grant agreement (copy available for review at the Commissioners’ Office until no longer of administrative value) with OPWC for the project known as DEL-CR 124-3.78, Home Road and Sawmill Parkway Improvements, further known as OPWC Project No. CQ13Y.

Section 2. Commissioner Benton is authorized to execute the agreement with OPWC for the project known as DEL-CR 124-3.78, Home Road and Sawmill Parkway Improvements, OPWC Project No. CQ13Y, and to sign any disbursements made as a result of this agreement.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

10

RESOLUTION NO. 21-1005

IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following work permits:

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
UT21-0182	AEP	N. Galena Road	Relocate pole, install new
UT21-0183	Columbia Gas	Steitz Road	Install gas main
UT21-0184	Spectrum	Badeonoch Drive	Place cable in ROW
UT21-0185	Columbia Gas	Butts Road	Install gas main
UT21-0186	Spectrum	Steitz Road	Place cable in ROW
UT21-0187	Harris & Heavener Excavating	Liberty Road	Place cable in ROW

Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

11

RESOLUTION NO. 21-1006

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN TIMOTHY S. AND CAROL A. ATKINSON AND THE BOARD OF DELAWARE COUNTY COMMISSIONERS FOR THE PROJECT KNOWN AS DEL-CR 072-01.80, CHESHIRE ROAD RAILROAD GRADE SEPARATION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the County Engineer recommends approval of the contract for sale and purchase with Timothy S. and Carol A. Atkinson for the project known as DEL-CR 072-01.80, Cheshire Road Railroad Grade Separation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that:

Section 1. The Delaware County Board of Commissioners approves the contract for sale and purchase with Timothy S. and Carol A. Atkinson for the project known as DEL-CR 072-01.80, Cheshire Road Railroad Grade Separation, as follows:

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITH BUILDING(S) & LAND
PARCEL(S): #418-320-01-045-000
2338 Cheshire Road
Delaware, Ohio 43015**

This Agreement is by and between the Delaware County Board of Commissioners (“Purchaser”) and Timothy S. and Carol A. Atkinson (“Seller”). Purchaser and Seller are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of Four Hundred and Thirty Thousand Dollars (\$430,000), which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller’s covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property. Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

hereto and by this reference incorporated herein, together with all the appurtenances and hereditaments thereunto belonging and with all buildings and improvements now located thereon, and all fixtures of every nature now attached to or used with said land, buildings and improvements including, but not limited to, all heating, hot water, air conditioning, plumbing, attached electrical fixtures with bulbs or tubes, window shades, venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors, and shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any structure or fixture located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property, including structures and fixtures, suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 45 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of all structures occupied by Seller, or the portions thereof occupied by Seller, to Purchaser not later than 30 days after Purchaser tenders the purchase price to Seller. Seller agrees that Purchaser may withhold in escrow from the purchase price the sum of \$0.00 to ensure that the subject structures will be vacated on or before the 30 days mentioned above and that the subject structures will be surrendered to Purchaser in the same condition as it was in at the time Seller executed this Agreement. If Seller properly vacates and surrenders possession of the subject structures as aforesaid, then said \$0.00 shall be paid immediately to Seller. If the subject structures are not vacated as aforesaid, a rental agreement for the subject structures shall be entered into by the Parties, in which Seller shall be the lessee and Purchaser shall be

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

the lessor, and upon execution of such rental agreement the said \$0.00 shall be paid immediately to Seller; in the event Seller fails or refuses for any reason to enter into such rental agreement, then Purchaser may retain all or part of the said \$0.00 withheld in escrow to compensate Purchaser for the reasonable amount of rent that Seller owes for holding over possession of the subject structures, plus an amount to pay for any taxes, assessments and for any costs of restoration necessary to put the structures in the same condition as they were at the time Seller executed this Agreement.

12. Physical Possession of Vacant Land and Structures

Seller shall surrender physical possession of vacant land and vacant structures to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

13. Control of Property Occupied by Seller’s Tenant(s)

Control of property occupied by Seller’s tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller’s tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

14. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

15. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

17. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

Section 2. The Board approves a Purchase Order and Voucher for the above contract.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Aye

**12
RESOLUTION NO. 21-1007**

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE PROJECT AGREEMENT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR THE HOME ROAD AND SAWMILL PARKWAY IMPROVEMENTS:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

**FIRST AMENDMENT TO THE
PROJECT AGREEMENT
BY AND BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS
AND
THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
FOR THE HOME ROAD AND SAWMILL PARKWAY IMPROVEMENTS

AGREEMENT # _____**

The original Agreement made and entered into the 2nd day of August, 2021 by and between the **Delaware County Board of Commissioners** (hereinafter the “Commissioners”) and the **Board of Trustees of the Delaware County Transportation Improvement District** (hereinafter the “TID”) is modified as follows:

Article 2, Section 2.3 shall be replaced in its entirety with the following:

Section 2.3. The Commissioners shall deposit with the TID an additional sum not to exceed **Two Million Two Hundred Thousand Dollars (\$2,200,000.00)** not later than February 1, 2022, subject to appropriation and availability of funds, to pay for the remaining construction costs of the Project. Funds will be paid from any funds available for road and bridge construction.

IN WITNESS WHEREOF this First Amendment to the Agreement has been duly executed and delivered for, in the name of, and on behalf of the Commissioners and the TID by their duly authorized

**COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021**

officers, all as of the effective date.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

13

MELISSA JORDAN, COUNTY RECORDER

DISCUSSION/REVIEW

**BETWEEN THE DELAWARE COUNTY RECORDER AND BOARD OF COMMISSIONERS ON
DELAWARE COUNTY RECORDER'S PROPOSAL FOR THE ACQUISITION OR
MAINTENANCE OF MICROGRAPHIC OR OTHER EQUIPMENT**

***DELAWARE COUNTY RECORDER'S PROPOSAL FOR THE ACQUISITION OR
MAINTENANCE OF MICROGRAPHIC OR OTHER EQUIPMENT***

On this 1st day of October 2021, and pursuant to R.C. § 317.321, Delaware County Recorder Melissa submits on behalf of the Delaware County Recorder's Office the following "Proposal":

1. *The Recorder requests that beginning January 1, 2022, and ending December 31, 2027, an amount equal to \$6.00 of the fee collected for filing or recording a document for which a fee is charged as required by R.C. §§ 317.32(A), 1309.525 and 5310.15 be placed in the county treasury and designated as "General Fund Moneys to Supplement the Equipment Needs of the County Recorder."*
2. *The Recorder requests that the moneys so designated bear such designation for the period of 5 years.*
3. *Based upon a 12-month average from September 2020 – September 2021, the Recorder estimates the office will generate an average of \$163,014.00 per month in total fees from filing and recording documents as scheduled under R.C. §§ 317.32(A), 1309.525 and 5310.15. These estimates do not include amounts collected for and sent to the state for the Ohio Housing Trust Fund.*
4. *Based upon a 12-month average from September 2020 – September 2021, the Recorder estimates the office will generate an average of \$29,595 per month in fees designated as "general fund moneys to supplement the equipment needs of the county recorder" from filing and recording documents as scheduled under R.C. §§ 317.32(A), 1309.525 and 5310.15.*
5. *These moneys will be used for:*
 - a. *Digitizing records from 1980 forward in compliance with pending legislation HB 237 that is expected to pass with a 2024 compliance deadline;*
 - b. *Creating e-Recording solutions for conveyances also in compliance with HB 237;*
 - c. *Off-setting general fund monies for salaries where tech percentages of workflow are supported;*
 - d. *Computer equipment, parts & materials;*
 - e. *Indexing services contract;*
 - f. *Printers and copiers, printer & copier maintenance services and parts, copier contracts & materials*

A special fund under R.C. § 5705.12 for any fees designated as "General Fund Moneys to Supplement the Equipment Needs of the County Recorder" has previously been established and such fund can continue to exist and be used in connection with the funds generated pursuant to the Proposal. Approval and enactment of the Proposal will reestablish all previously agreed upon purposes of this fund, and maintenance and use of any monies existing in the fund upon enactment of the Proposal shall be according to those previously established purposes and agreements.

Pursuant to R.C. § 317.321, not sooner than the fifteenth nor later than the thirtieth day after the Board's receipt of the Proposal, the Board is required to meet with the Recorder to review the Proposal. Such meeting shall be in open public session in accordance with R.C. § 121.22, Ohio's Open Meeting's Law. Please inform me as to the date of the meeting. I will be happy to answer any questions concerning the Proposal at the scheduled meeting.

For your convenience, the aforementioned legislation these self-generating funds will help us be complaint with by 2024 can be found here: <https://ohiohouse.gov/legislation/134/hb237>

Respectfully submitted,



Melissa Jordan
Delaware County Recorder
Delaware County Recorder's Office

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021

145 North Union Street, 1st Floor
Delaware, Ohio 43015
(740) 833-2460

14

RESOLUTION NO. 21-1008

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

Supplemental Appropriation

40311453-5319 Thomas #9 Watershed Drainage/Reimbursements-Refunds \$474.35

Vote on Motion Mr. Benton Aye Mrs. Lewis Aye Mr. Merrell Aye

15

ADMINISTRATOR REPORTS

Dawn Huston, Deputy Administrator

-No reports.

16

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Lewis

-The CCAO Justice and Public Safety Committee will hold a virtual meeting with the Metropolitan Public Affairs committee to discuss HB1-101.

Commissioner Benton

-P.I.N. celebrated their 40th Anniversary on Friday evening at the Hemnick Brewery.

-Attended the Back the Blue event this past Saturday morning.

-Alum Creek will hold a Grand Opening for the Alum Creek Marina on Wednesday.

-The Heritage Ohio Awards are on Wednesday.

Commissioner Merrell

-Will attend the Regional Planning Executive meeting on Wednesday morning.

17

RESOLUTION NO. 21-1009

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mrs. Lewis, seconded by Mr. Benton to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of appointment; employment; compensation of a public employee or public official.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

RESOLUTION NO. 21-1010

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adjourn out of Executive Session.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

COMMISSIONERS JOURNAL NO. 75 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 18, 2021

Gary Merrell

Barb Lewis

Jeff Benton

Jennifer Walraven, Clerk to the Commissioners